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UNITED STATES DISTRICT COURT  
 DISTRICT OF ALASKA

GARY J. CROCHET,

Plaintiff,

vs.

CROWLEY MARINE SERVICES,  
 INC.,

Defendant.

Case No. 3:05-CV-288-RRB

**DECLARATION OF LEE EGLAND**

Lee Egland, being duly sworn upon oath, deposes and states as follows:

1. I am the Director of Labor Relations for Crowley Marine Services, Inc. (hereinafter "Crowley"). Crowley contracts to provide ship escort and response vessel services in Valdez, Alaska to Alyeska Pipeline Service Company and its member companies. Crowley provides tug escorts for tankers in Valdez, and also response barges, towing vessels, and personnel to assist with prevention and cleanup of oil spills in Valdez and the Prince William Sound area.

2. Crowley has a collective bargaining agreement ("CBA") with the International Organization of Masters, Mates & Pilots, Pacific Maritime Region ("Union"), to which plaintiff Gary Crochet belongs. Attached as Exhibit A hereto is a true and correct copy of the CBA in effect in November 2004.

1           3. Gary Crochet was employed on board the Barge 450-1, a  
2 response barge in Prince William Sound, Alaska, and Mr. Crochet's position on  
3 board the barge was mate. His duties included crew management and  
4 supervision of the three other crewmen who worked on board the barge, standing  
5 watch, and ensuring that the vessel was properly maintained and ready to  
6 respond in case of an oil spill in Prince William Sound.

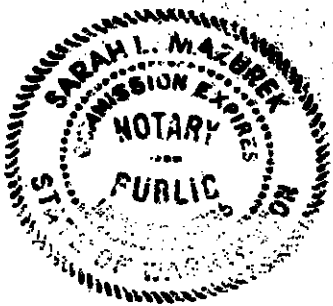
7           4. In November 2004, while Mr. Crochet was working on board the  
8 Barge 450-1 which was located at Naked Island in Prince William Sound, Crowley  
9 received information that he had been stealing food stores from the barge. On  
10 November 11, 2004, Mr. Crochet was notified by Crowley that he was suspended  
11 pending further investigation for stealing food from the Barge 450-1. Following  
12 completion of its investigation, Mr. Crochet was notified that Crowley had indeed  
13 determined that he had taken food from the barge without authorization, and by  
14 letter dated November 22, 2004, attached as Exhibit B, Mr. Crochet was notified  
15 by his superior, Mr. Frosty Leonard, that he was terminated and was not eligible  
16 for rehire because he had stolen from the company.

17           5. Thereafter, Mr. Crochet's Union filed a grievance on his behalf  
18 pursuant to the provisions of the CBA with Crowley, alleging he was wrongfully  
19 terminated. A Joint Conference Board was convened in accordance with the  
20 dispute resolution procedures of the CBA for the purpose of deciding Mr.  
21 Crochet's grievance. The Joint Conference Board consisted of two representatives  
22 from the Union, and two from the employer. The Union's representation at the  
23 Joint Conference Board was headed up by the Union's Vice President, Captain  
24 Steven Demeroutis. At the Joint Conference Board hearing, Mr. Crochet was  
25 given an opportunity to provide evidence and information in support of his claims,  
26 and also names of witnesses that he believed would support his position.

1 Following an additional investigation by Crowley and Mr. Crochet's Union, it was  
2 determined that the charges against Mr. Crochet for stealing food stores from the  
3 barge had been substantiated, and that Crowley had good cause for suspending  
4 and terminating his employment.

5 6. After the hearing by the Joint Conference Board and the  
6 extended investigation, I was informed by the Union that it was withdrawing the  
7 grievance against Crowley on the basis that the evidence showed that Crowley's  
8 action in terminating Mr. Crochet was justified. The grievance matter was thus  
9 concluded without further action. Attached is a copy of a letter dated March 15,  
10 2005 from Captain Demeroutis to Mr. Crochet informing him of the Union's  
11 decision which supported Crowley's decision to terminate Mr. Crochet.

12 DATED this 3rd day of April, 2006 at Seattle, WA.



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Lee England

SUBSCRIBED AND SWORN TO before me  
this 3rd day of April, 2006.

Sarah L. Mazbrey  
Notary Public  
My commission expires: Nov. 15, 2006

CERTIFICATE OF SERVICE:

I HEREBY CERTIFY THAT I CAUSED TO  
BE SERVED A TRUE AND CORRECT COPY  
OF THE FOREGOING THIS 3<sup>rd</sup> DAY OF  
APRIL, 2006 TO:

Via Mail

Michael J. Patterson  
Heather L. Gardner  
Law Office of Michael J. Patterson  
810 W. 2<sup>nd</sup> Avenue  
Anchorage, AK 99501

s/ DOUGLAS R. DAVIS